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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

HALA AHMED and MAALI SALIM, on  
behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

Trans Union LLC, TransUnion Rental  
Screening Solutions, Inc. and RentSpree,  
Inc.,

Defendants.

Case No.: 8:24-cv-00057-DOC-DFM

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEFENDANTS TRANS UNION,  
LLC'S, TRANSUNION RENTAL  
SCREENING SOLUTIONS, INC.'S  
AND RENTSPREE, INC.'S JOINT  
MOTION FOR JUDGMENT ON THE  
PLEADINGS**

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1 Defendants Trans Union LLC (“TransUnion”), TransUnion Rental Screening  
2 Solutions, Inc. (“TURSS”) and RentSpree, Inc. (“RentSpree”), by and through their  
3 undersigned counsel, hereby submit this Memorandum of Points and Authorities in  
4 Support of their Joint Motion for Judgment on the Pleadings pursuant to Federal Rule  
5 of Civil Procedure 12(c) (“Motion”).

6 **I. PRELIMINARY STATEMENT**

7 In Count V of their First Amended Complaint (the “Complaint”), Plaintiffs Hala  
8 Ahmed and Maali Salim assert that TransUnion, TURSS and RentSpree are liable to  
9 them under California’s Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.* (the  
10 “Unruh Act”), for alleged discrimination on the basis of “ancestry, national origin,  
11 genetic information, citizenship, primary language and/or immigration status.”  
12 Plaintiffs’ theory of liability is a creative attempt to contort the Unruh Act on the basis  
13 of Plaintiffs’ immigrant status. Because this attempt is unavailing, this Court should  
14 grant the Motion.

15 More specifically, Plaintiffs aver that TransUnion and TURSS provided at least  
16 one credit report about them to an unidentified potential landlord which allegedly  
17 contained a “fraud alert” stating that “SSN may be invalid – it was either very recently  
18 or never issued by the Social Security Administration.” ECF No. 28 ¶¶ 49, 54.  
19 Plaintiffs made similar allegations relating to RentSpree. ECF No. 28 ¶ 42. As  
20 Plaintiffs are aware, RentSpree does not prepare consumer reports and is not a  
21 consumer reporting agency or reseller as defined by the FCRA or the CCRAA.  
22 Plaintiffs further allege that this unidentified potential landlord denied their rental  
23 application and deprived them of housing. *Id.* ¶ 56. Plaintiffs do not contend that  
24 TransUnion, TURSS or RentSpree deprived them of housing for discriminatory  
25 reasons. Rather, Plaintiffs instead allege that TransUnion, TURSS and RentSpree  
26 intentionally discriminated against them by reporting the “fraud alert” to at least one  
27 potential landlord. *Id.* ¶ 95. The Complaint, however, repeatedly alleges that  
28 TransUnion has a policy where it employs the fraud alert that Plaintiffs challenge, not

1 to immigrants, but to any person who was issued a social security number at any point  
2 after 2011 by the Social Security Administration. *Id.* ¶¶ 87, 89.

3 Reading the Complaint as a whole reveals that Plaintiffs' true alleged injury is  
4 that they were denied housing as a result of their immigrant status. *See* ECF No. 28 ¶¶  
5 2, 85, 92, 93, 204, 205. TransUnion, TURSS and RentSpree did not make the decision  
6 to deny Plaintiffs housing. Nor could they. The unidentified potential landlord  
7 allegedly did. By Plaintiffs' own allegations, TransUnion's policy is neutral on its face,  
8 and the Amended Complaint pleads, at most, disparate impact as to immigrants, not  
9 intentional discrimination. It is well settled that disparate impact is insufficient to state  
10 a claim under the Unruh Act. Plaintiffs' Unruh Act claim is simply a bridge too far,  
11 and this Court should dismiss Count V of the Amended Complaint with prejudice.

## 12 **II. FACTUAL BACKGROUND**

### 13 **A. The Complaint's Allegations<sup>1</sup>**

14 Plaintiffs allege that TransUnion and TURSS are consumer reporting agencies  
15 in the business of assembling, evaluating and disbursing information concerning  
16 consumers for the purpose of furnishing consumer reports to third parties. ECF No. 28  
17 ¶¶ 11, 12. Plaintiffs also allege that TURSS is a wholly owned subsidiary of  
18 TransUnion. *Id.* ¶ 23. Plaintiffs allege that RentSpree is a "reseller" under the FCRA.  
19 *Id.* ¶ 10.

20 Plaintiffs aver that, when a consumer submits a rental application through  
21 Defendant RentSpree, Inc. ("RentSpree"), RentSpree requests and obtains a consumer  
22 report from TURSS, which in turn requests and obtains a consumer credit report from  
23 TransUnion. *Id.* ¶ 25. Thus, according to the Complaint, information reported in the  
24 consumer report by RentSpree is acquired from TURSS, and the information reported  
25 in the consumer report by TURSS is acquired from TransUnion. *Id.* ¶¶ 26-27.

26  
27 <sup>1</sup> TransUnion, TURSS and RentSpree accept the facts plead in the Complaint as true for purposes of  
28 this Motion only, and as set forth in their respective Answers deny the veracity of the allegations in  
the Complaint. *See* ECF Nos. 30, 31, 35.

1 Plaintiffs allege that TransUnion and TURSS have a policy or procedure  
2 whereby they “report all social security numbers issued after 2011 with a fraud  
3 indicator.” *Id.* at ¶ 87. Plaintiffs further allege that TransUnion and TURSS “place a  
4 blanket fraud indicator on all social security numbers issued after 2011.” *Id.* at ¶ 89.  
5 The Complaint avers that the “fraud alert” states, “SSN may be invalid—it was either  
6 very recently or never issued by the Social Security Administration” (hereinafter, the  
7 “fraud alert”). *Id.* at ¶ 54.

8 **B. The Social Security Administration Changes its Assignment**

9 **Methodology for Social Security Numbers issued after June 25, 2011**

10 On June 25, 2011, the Social Security Administration (the “SSA”) implemented  
11 what it described as the “randomization” methodology and changed the way social  
12 security numbers were assigned. *See* [https://www.ssa.gov/employer/randomization](https://www.ssa.gov/employer/randomization.html)  
13 [.html](https://www.ssa.gov/employer/randomization.html) (last visited November 13, 2024), a true and correct copy of which is attached to  
14 the Request for Judicial Notice as Exhibit A.

15 Before June 2011, the SSA assigned social security numbers based on  
16 geographical significance. *See* <https://www.ssa.gov/employer/ssnweb.htm> (last visited  
17 November 13, 2024), a true and correct copy of which is attached to the Request for  
18 Judicial Notice as Exhibit B. Indeed, historically, the first three digits of a social  
19 security number denoted the geographic location where the application for an original  
20 social security number had been filed. *Id.* Moreover, the SSA published and  
21 maintained the “High Group List,” which was a means of determining whether a social  
22 security number was valid. *See* <https://www.ssa.gov/employer/ssnvhighgroup.htm>  
23 (last visited November 13, 2024), a true and correct copy of which is attached to the  
24 Request for Judicial Notice as Exhibit C. Further, since 1972, the SSA had “issued  
25 Social Security cards centrally, and the area number reflected the state, as determined  
26 by the ZIP code in the mailing address of the application.” Request for Judicial Notice,  
27 Ex. A.

28 The SSA’s randomization project affected the social security number assignment



1 process in three ways. First, it eliminated the geographical significance of the first  
2 three digits of the social security number, referred to as the area number, by no longer  
3 allocating the area numbers for assignment to individuals in specific states. Second, it  
4 eliminated the significance of the highest group number, and as a result, the “High  
5 Group List” can only be used to validate social security numbers issued before June  
6 2011. Third, the SSA introduced previously unassigned area numbers for assignment,  
7 with the exception of area numbers 000, 666 and 900-999. *Id.* When launching the  
8 randomization project, the SSA cautioned that “[t]hese changes to the SSN may require  
9 systems and/or business process updates to accommodate SSN randomization.” *Id.*

10 Plaintiffs contend that the SSA issued them social security numbers in December  
11 2011, after the randomization change took effect. *Id.* at ¶ 59.

12 **C. Plaintiffs’ Alleged Rental Application**

13 Plaintiffs allege that on January 12, 2022, they submitted a rental application  
14 through RentSpree. ECF No. 28 ¶ 38. Plaintiffs also allege that, on that same date,  
15 TransUnion and TURSS prepared a consumer report about Plaintiffs. *Id.* at ¶¶ 48, 53.  
16 Plaintiffs further allege that the consumer reports prepared and published by  
17 TransUnion and TURSS contained the “fraud alert.” *Id.* at ¶¶ 49, 54. According to  
18 Plaintiffs, at least one unidentified potential landlord considered the “fraud alert” and  
19 ultimately denied Plaintiffs’ rental application. *Id.* at ¶ 56. Plaintiffs further allege that  
20 “the inaccurate reporting by the Defendants about the Plaintiffs was considered by at  
21 least one landlord who ultimately denied the Plaintiffs’ application and leased the  
22 property to another group of renters who did not have a fraud indicator associated with  
23 their consumer reports.” *Id.* Plaintiffs contend they have “suffered deprivation of  
24 housing.” *Id.* at ¶¶ 85, 92, 204.

25 **D. Plaintiffs’ Unruh Act Claim**

26 Plaintiffs assert a putative class claim for violation of the Unruh Act in Count V  
27 of their Complaint and seek certification of the following putative class:

28 (1) All consumers (2) who were born outside the United

1 States and its territories, (3) whose social security number  
2 was issued in the United States after 2011; and (3) [sic]  
3 whose consumer reports were published by RentSpree,  
4 TURSS or Trans Union (4) [sic] within two years prior to the  
5 date on which the Class Action Complaint was filed through  
6 the date of class certification; (5) [sic] and the consumer  
7 report included a fraud indicator that included the following  
8 or similar language “SSN may be invalid – it was either very  
9 recently or never issued by the Social Security  
10 Administration.”

11 *Id.* ¶ 97. The allegations supporting Plaintiffs’ Unruh Act claim are scant at best and  
12 are largely grounded in speculation. For example, Plaintiffs allege that “Defendants  
13 intentionally choose [sic] to label consumers with social security numbers issued after  
14 2011 as fraudulent or fake based on invalid and discriminatory reasons, subjecting such  
15 consumers to injuries including communication of false fraud indicators that result in  
16 additional injuries such as deprivation of housing,” and that “[c]onsumers with social  
17 security numbers issued after 2011 who are applying for housing are likely to be  
18 immigrants to the United States.” *Id.* ¶¶ 92-93; *see id.* ¶¶ 204-208. Plaintiffs further  
19 allege that the “fraud alert” was “considered by at least one landlord who ultimately  
20 denied the Plaintiffs’ application and leased the property to another group of renters  
21 who did not have a fraud indicator associated with their consumer reports.” *Id.* at ¶  
22 56. Notably, Plaintiffs do *not* allege that any rental application was denied because of  
23 the “fraud alert.” As explained below, these allegations are insufficient to state a claim  
24 for relief under the Unruh Act.

### 25 **III. ARGUMENT**

26 After the pleadings are closed—but early enough not to delay trial—a party may  
27 move for judgment on the pleadings. Fed. R. Civ. P. 12(c). Because a motion for  
28 judgment on the pleadings is “functionally identical” to a motion to dismiss for failure  
to state a claim, the same standard of review applies to both motions. *See Dworkin v.*  
*Hustler Magazine Inc.*, (9th Cir. 1989) 867 F.2d 1188, 1192.

Judgment on the pleadings is properly granted where, as here, “there is no issue  
of material fact in dispute, and the moving party is entitled to judgment as a matter of

1 law.” *Fleming v. Pickard*, (9th Cir. 2009) 581 F.3d 922, 925 (citation omitted). This  
2 Court must accept the complaint’s factual allegations as true and construe those facts  
3 in the light most favorable to the non-movant, but the court is “not bound to accept as  
4 true a legal conclusion couched as a factual allegation.” *Bell Atlantic Corp. v. Twombly*,  
5 (2007) 550 U.S. 544, 555.

6 To survive a motion for judgment on the pleadings, a complaint must contain  
7 sufficient factual matter that “state[s] a claim to relief that is plausible on its face.” *Id.*  
8 at 570. A claim is plausible on its face when the factual allegations allow the court to  
9 infer the defendant’s liability based on the alleged conduct. *See Ashcroft v. Iqbal*,  
10 (2009) 556 U.S. 662, 663. The factual allegations must present more than “the mere  
11 possibility of misconduct.” *Id.* at 679. When deciding a Rule 12(c) motion, courts may  
12 consider facts set forth in the pleadings as well as facts that are contained in materials  
13 of which the court may take judicial notice. *McGee v. Poverello House*, (E.D. Cal.  
14 Oct. 30, 2019) Civ A. No. 1:18-cv-00768, 2019 WL 5596875, at \* 2. As explained  
15 below, Count V of the Complaint cannot clear this low bar.

16 **A. Plaintiffs Have Not Stated a Claim for Violation of the Unruh Act**

17 The Unruh Act provides that “[a]ll persons within the jurisdiction of [California]  
18 are free and equal, and no matter what their sex, race, color, religion, ancestry, national  
19 origin, disability, medical condition, genetic information, marital status, sexual  
20 orientation, citizenship, primary language, or immigration status are entitled to the full  
21 and equal accommodations, advantages, facilities, privileges, or services in all business  
22 establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).

23 A plaintiff alleging a violation of the Unruh Act must show that (1) plaintiff was  
24 denied the full and equal accommodations, advantages, facilities, privileges, or services  
25 in a business establishment; (2) plaintiff’s disability was a motivating factor for this  
26 denial; (3) defendants denied plaintiff the full and equal accommodations, advantages,  
27 facilities, privileges or services; and (4) defendants’ wrongful conduct caused plaintiff  
28 to suffer injury, damage, loss or harm. *Estate of Mejia v. Archambeault*, (S.D. Cal.

1 Sept. 27, 2021) Case No.: 20-cv-2454, 2021 WL 4428990, at \* 8 (citing *Wilkins-Jones*,  
2 (N.D. Cal. 2012) 859 F. Supp. 2d 1039, 1048). However, the Unruh Act “shall not be  
3 construed to confer any right or privilege on a person that is conditioned or limited by  
4 law or that is applicable alike to the persons of every sex, color, race, religion, ancestry,  
5 national origin, disability, medical condition, marital status, sexual orientation,  
6 citizenship, primary language, or immigration status, or to persons regardless of their  
7 genetic information.” Cal. Civ. Code § 51(c).

8 Plaintiffs here have not and cannot plausibly allege a claim for violation of the  
9 Unruh Act by TransUnion, TURSS or RentSpree because (1) TransUnion, TURSS and  
10 RentSpree are not the “business establishments” that allegedly caused Plaintiffs harm;  
11 (2) Plaintiffs themselves allege that TransUnion’s and TURSS’ alleged discriminatory  
12 policy is neutral on its face; and (3) Plaintiffs do not plead and cannot prove intentional  
13 discrimination and, at most, plead disparate impact, which is insufficient as a matter of  
14 law. Accordingly, this Court should dismiss Count V of the Complaint with prejudice.

15 **1. TransUnion, TURSS and RentSpree Are Not *the* “Business**  
16 **Establishment” That Allegedly Deprived Plaintiffs of Housing**

17 Plaintiffs’ theory of liability is grounded in their misplaced belief that  
18 TransUnion, TURSS and RentSpree can be held liable under the Unruh Act for a third  
19 party’s alleged discrimination. The Unruh Act “is concerned with equal access to  
20 places of public accommodations,” and “not all groups are considered business  
21 establishments.” *McGee v. Poverello House*, 2019 WL 5596875, at \* 5. While the  
22 Unruh Act was intended to apply broadly, “the expansive scope of ‘business  
23 establishment’ is not without limits.” *Id.* at \*11. Whether TransUnion, TURSS or  
24 RentSpree are “business establishment[s]” under the Unruh Act is a question of law.  
25 *McGee*, 2019 WL 5596875, at \* 4.

26 TransUnion and TURSS’ research has not yielded a published decision that has  
27 interpreted “business establishments” to include consumer reporting agencies.  
28 RentSpree is an online platform that connects landlords and property management

1 companies with prospective tenants and is not subject to the Unruh Act. *See Jancik v.*  
2 *Redbox Automated Retail, LLC*, (C.D. Cal. May 14, 2014) No. SACV 13–1387–DOC  
3 (RNBx), 2014 WL 1920751, \*9 (relying on *Weyer v. Twentieth Century Fox Film*  
4 *Corp.*, (9th Cir.2000) 198 F.3d 1104, 1114), granting Redbox Digital’s Motion to  
5 Dismiss Unruh claim and rejecting application to internet websites where there is no  
6 nexus to a physical place of public accommodation; *see also Robles v. Domino’s Pizza*,  
7 (9th Cir. 2019), 913 F.3d 898.

8 But even if TransUnion, TURSS and RentSpree could be considered “business  
9 establishments,” under the Unruh Act, they are not *the* “business establishments” that  
10 purportedly caused Plaintiffs their alleged harm—the deprivation of housing.

11 Simply put, Plaintiffs are attempting to fit a square peg into a round hole.  
12 Plaintiffs are *not* alleging that TransUnion, TURSS or RentSpree (1) did not provide  
13 them with their credit reports; (2) withheld a piece of information in their credit reports  
14 that would ordinarily be provided; or (3) denied them some other access to any of its  
15 goods or services normally provided to other consumers. *See generally* ECF No. 28.  
16 Plaintiffs instead contend that they submitted a rental application to a property owner  
17 who allegedly saw the “fraud alert” on their credit report and “ultimately” denied their  
18 rental applications, thereby allegedly depriving them of housing. *See id.* ¶ 56 (“The  
19 inaccurate reporting by the Defendants about the Plaintiffs was considered by at least  
20 one landlord who ultimately denied the Plaintiffs’ application and leased the property  
21 to another group of renters who did not have a fraud indicator associated with their  
22 consumer reports.”) TransUnion, TURSS and RentSpree are *not* the public  
23 accommodation at issue that is allegedly not “free and equal,” that would be the owner  
24 of the unidentified prospective rental property.

25 Thus, even if TransUnion, TURSS or RentSpree could conceivably be  
26 considered a “business establishment” in its capacity of determining whether to issue  
27 a fraud alert in relation to a social security number—a proposition that is not grounded  
28 in existing case law—it is not *the* “business establishment” that Plaintiffs contend

1 deprived them of housing. Rather, that “business establishment” is the unidentified  
2 potential landlord that allegedly denied Plaintiffs’ rental application after seeing the  
3 “fraud alert.”

4 Plaintiffs do not allege that TransUnion, TURSS or RentSpree could or did play  
5 a role in the potential landlord’s decision-making, nor can they. In fact, TransUnion,  
6 TURSS and RentSpree did not decide whether to grant or deny Plaintiffs’ rental  
7 application. That was a decision left to and made solely by the potential landlord. The  
8 Complaint makes abundantly clear that Plaintiffs are improperly attempting to hold  
9 TransUnion, TURSS and RentSpree responsible for the conduct of third parties.  
10 TransUnion and TURSS are not the “business establishments” which allegedly caused  
11 Plaintiffs harm, and the Unruh Act does not contemplate this type of third-party  
12 liability. This Court should dismiss Count V of the Complaint with prejudice.

13 **2. According to Plaintiffs, Defendants’ Policy is Facially Neutral**

14 Putting aside Plaintiffs’ unavailing attempts to hold TransUnion, TURSS and  
15 RentSpree liable for the action of an unidentified third party, Plaintiffs’ Unruh Act  
16 claim is meritless because the alleged policy at issue is facially neutral. The Unruh Act  
17 states that it does not “confer any right or privilege on a person that is ... applicable  
18 alike to the persons of every sex, color, race, religion, ancestry, national origin,  
19 disability, medical condition, marital status, sexual orientation, citizenship, primary  
20 language, or immigration status, or to persons regardless of their genetic information.”  
21 Cal. Civ. Code § 51(c). Thus, the Unruh Act does not “extend to practices and policies  
22 that apply equally to all persons.” *Turner v. Ass’n of Am. Med. Colleges*, (2008) 167  
23 Cal. App. 4th 1401, 1408, 85 Cal. Rptr. 3d 94, 100, *as modified on denial of reh’g*  
24 (Nov. 25, 2008). “A policy that is neutral on its face is not actionable under the Unruh  
25 Act, even when it has a disproportionate impact on a protected class.” *Id.*

26 Plaintiffs allege that TransUnion and TURSS have a policy of “report[ing] all  
27 social security numbers issued after 2011 with a fraud indicator” and “place[ing] a  
28 blanket fraud indicator on all social security numbers issued after 2011.” ECF No. 28



¶¶ 87, 89. Accepting Plaintiffs’ allegations as true, TransUnion’s and TURSS’ purported policy is facially neutral as to the characteristics enumerated in the Unruh Act. The decision to place a “fraud alert” on a consumer’s credit report is not determined by a consumer’s ancestry, national origin, genetic information, citizenship, primary language, and/or immigration status, as Plaintiffs assert. *See id.* ¶ 95. It is also not determined by any other enumerated characteristic set forth in the Unruh Act, such as race, religion, or sex. Rather, it is determined solely by the nine digits of a social security number, without regard to any characteristics at all. TransUnion’s and TURSS’ alleged policy does not come within the ambit of the Unruh Act because the policy is applicable to all persons. This Court should therefore dismiss Count V of the Complaint.

**3. Plaintiffs Fail to Plead and Cannot Prove Intentional  
Discrimination**

Defendants’ neutral policy also nullifies any argument that they intentionally discriminated against Plaintiffs on the basis of their ancestry, national origin, citizenship, primary language or immigration status. The California Supreme Court has held that “a plaintiff seeking to establish a case under the Unruh Act must plead and prove intentional discrimination in public accommodations in violation of the terms of the Act.” *Harris v. Cap. Growth Invs. XIV*, (1991) 52 Cal. 3d 1142, 1175, 805 P.2d 873, 893. Here, Plaintiffs do not plead, and from their allegations, it is clear that they cannot prove, that TransUnion, TURSS or RentSpree intentionally discriminated against them.

As discussed *supra* at 11-12, TransUnion’s and TURSS’ alleged policy is neutral on its face. It applies to any consumer that had his or her social security number issued by the SSA after its randomization project. *See* ECF No. 28 ¶¶ 81, 87, 89. Plaintiffs’ social security numbers were allegedly issued in December 2011, or after the randomization project. *Id.* ¶ 59. They therefore were allegedly subject to TransUnion’s and TURSS’ “blanket policy.” *Id.* ¶¶ 80-83.

1 For illustrative purposes, the following consumers would also be subject to  
2 TransUnion’s and TURSS’ “blanket policy”: a Caucasian man born in Wisconsin in  
3 January 2012; an African American woman who had a new social security number  
4 issued in September 2012; a homosexual victim of identity theft who had his social  
5 security number issued in January 2013; and any person, of any creed, race, religion,  
6 ancestry, or any other enumerated characteristic under the Unruh Act after the SSA’s  
7 randomization project went live. *See id.* ¶ 87. The list goes on and on.

8 Because this “blanket policy” applies to all persons with social security numbers  
9 issued after a certain date, there is no conceivable way that TransUnion, TURSS or  
10 RentSpree intentionally discriminated against Plaintiffs based on their ancestry,  
11 national origin, citizenship, primary language, or immigration status when it applied  
12 its alleged policy. Plaintiffs’ immigrant status cannot convert a neutral policy into an  
13 intentionally discriminatory one.

14 Presumably recognizing this shortcoming, Plaintiffs cobble together a series of  
15 conclusory allegations such as: “Defendants intentionally chose to label consumers  
16 with social security numbers issued after 2011 as fraudulent or fake based on invalid  
17 and discriminatory reasons” and “Defendants intentionally labeled consumers with  
18 social security numbers issued after 2011 as fraudulent or fake, resulting in  
19 discrimination...” ECF No. 28 ¶¶ 92, 95, 204, 207. Inserting the word “intentionally”  
20 into the Complaint does not intentional discrimination make. Neither does labeling a  
21 reason as “discriminatory” make it discriminatory.

22 Plaintiffs’ conclusory allegations are not entitled to consideration by this Court.  
23 *Pell v. Nunez*, (C.D. Cal. Aug. 23, 2022) No. CV 22-3732-MWF (RAOX), 2022 WL  
24 16961478, at \*7 (granting motion to dismiss age discrimination complaint because the  
25 allegations “are conclusory at best, besides as to Plaintiff’s age, and provided no factual  
26 basis to support that Defendant’s age was a basis for Defendant’s denial of Plaintiff’s  
27 requested relief, let alone that Defendant *intentionally* discriminated against Plaintiff  
28 on account of his age.”). A clear review of the *factual allegations* in the Complaint



1 reveals that Plaintiffs did not plead that TransUnion’s and TURSS’ alleged policy is  
2 intentional discrimination.

3 Even if this Court considered Plaintiffs’ conclusory allegations, they  
4 demonstrate that Plaintiffs are seeking to hold TransUnion, TURSS and RentSpree  
5 liable not for intentional discrimination but for alleged disparate impact of a neutral  
6 policy. Plaintiffs allege that consumers “with social security numbers issued after 2011  
7 that are applying for housing are *likely to be* immigrants to the United States.” ECF  
8 No. 28 ¶ 92. (emphasis added). Plaintiffs similarly allege that consumers “with social  
9 security numbers issued after 2011, *and who are the age of majority*, are likely to be  
10 immigrants to the United States.” *Id.* ¶ 93 (emphasis supplied).

11 In essence, Plaintiffs are arguing that TransUnion’s and TURSS’ alleged policy  
12 of applying the “fraud alert” for social security numbers issued after a certain date has  
13 a disparate impact on the immigrant population, such as Plaintiffs. The law is clear  
14 that claims of disparate impact are insufficient to state a claim under the Unruh Act.  
15 *Stern v. Bank of Am., N.A.*, (Cal. Ct. App. Nov. 7, 2014) No. B254751, 2014 WL  
16 5803027, at \*2 (“A commercial policy may have a disparate impact on one group  
17 without giving rise to a claim: the Unruh Act only covers ‘*intentional* acts of  
18 discrimination, not disparate impact”); *Kong v. Mana Investment Co., LLC*, (C.D. Cal.  
19 May 1, 2019) No. SA CV 18-01615, 2019 WL 3220027, at \*5 (a plaintiff must show  
20 “more than the disparate impact of a facially neutral policy”). This Court should  
21 dismiss Count V of the Complaint with prejudice.

#### 22 **IV. CONCLUSION**

23 For all of the foregoing reasons, TransUnion, TURSS and RentSpree  
24 respectfully request that this Court grant its Motion for Judgment on the Pleadings and  
25 dismiss Count V in the First Amended Complaint with prejudice.

1 DATED: November 27, 2024

BUCHANAN INGERSOLL & ROONEY LLP

2  
3  
4 /s/ Natalie N. Peled

5 Natalie N. Peled

6 *Attorneys for Defendants Trans Union, LLC*  
7 *and TransUnion Rental Screening Solutions,*  
8 *Inc.*

9 DATED: November 27, 2024

BUCHANAN INGERSOLL & ROONEY PC

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11 /s/ Samantha L. Southall

12 Samantha L. Southall

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15 *Attorneys for Defendants Trans Union, LLC*  
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17 *Inc.*

18 DATED: November 27, 2024

QUILLING, SELANDER, LOWNDS,  
WINSLETT & MOSER, P.C.

19  
20 /s/ Camille R. Nicodemus

21 Camille R. Nicodemus, Esq.

22 *Attorneys for Defendant RentSpree, Inc.*

23 **ATTESTATION PURSUANT TO L.R. 5-4.3.4(A)(2)(I)**

24 I, Natalie Peled, hereby attest that concurrence in the filing of this document and its  
25 contents was obtained from all signatories listed above and the attorneys listed above  
26 provided their express authorization to include their respective electronic signatures.

27 /s/ Natalie Peled

**CERTIFICATE OF SERVICE**

I, Natalie N. Peled, hereby certify that on November 27, 2024, I caused a true and correct copy of the foregoing **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF TRANS UNION, LLC’S, TRANSUNION RENTAL SCREENING SOLUTIONS, INC.’S AND RENTSPREE, INC.’S JOINT MOTION FOR JUDGMENT ON THE PLEADINGS** to be served upon all parties via the court’s ECF notification system.

*Natalie N. Peled*

Natalie N. Peled